Assured Non-Shorthold Tenancy Agreement

Varied Terms & Conditions

This Agreement varies your existing tenancy agreement. It is not a new tenancy agreement and is not intended to operate as a surrender of your existing tenancy or to create a new tenancy.

Your existing rent and other charges remain as they currently are at the date you sign this agreement and you will remain responsible for any existing breaches of tenancy such as non-payment of rent. The services you receive will also remain the same and if your service charge is a variable charge it will remain variable; if it is a fixed service charge, it will remain a fixed charge.

From the date of signing of this Agreement, the terms and conditions set out in this Agreement will replace the terms and conditions in your existing tenancy agreement and you will be bound by these new terms and conditions.

Since this Agreement affects your tenancy conditions you should sign it only if you want to be bound by it. If you are not sure about this, get legal advice from a solicitor, Citizens Advice or a law centre.

Section A: Standard Conditions of Tenancy

These standard conditions set out the core terms of your tenancy agreement. They are supplemented by Section B which contains the Special Conditions of your Tenancy. The Special Conditions set out the specific terms which apply to your tenancy, whether it is assured, assured shorthold or secure. If there is any conflict between these Standard Conditions and the Special Conditions, the Special Conditions will apply.

Tenant's Obligations

Any obligation upon the Tenant under this Agreement to do or not to do anything shall also require the Tenant not to permit or allow any visitor or member of his/her household (including children) to do or not to do the same thing.

The Tenant hereby agrees with the Landlord as follows:

1. Rent and other Charges

1.1 To pay the Total Rent at the times and in the manner specified by the Landlord without deduction. Any variation in Rent will be in accordance with the Special Conditions.

1.2 Unless there are good reasons why the Tenant cannot do so, he/she shall pay the Total Rent direct from a bank account via direct debit, whether the Tenant is in receipt of housing-related benefits or not.

1.3 The Tenant will pay to the Landlord, as rent, any overpayments of payments made on the Tenant's behalf (including housing-related benefits), which are subsequently recovered from the

Landlord by the local authority (or any other authority) in relation either to this Tenancy or to a previous tenancy held by the Tenant.

1.4 Unless they are collected as part of the Total Rent, to pay all outgoings in respect of the Property including Council Tax (or any similar charge which replaces it), utility charges (gas, electricity, water charges), telephone charges, TV licence, Broadband. If any such charges are collected as part of the Total Rent they will appear as Personal Charges in the breakdown of Total Rent. Any increase in Personal Charges will take effect immediately.

1.5 To pay as part of the Total Rent the Service Charge for the Services currently received by the Tenant. The Landlord can vary, add to or reduce the Services provided following consultation with affected residents.

1.6 If the Service Charge is variable, the Landlord can increase or reduce it according to the costs incurred in connection with providing the Services and carry forward any deficit or credit to the following year. The Landlord will give you four weeks' notice of any change in Service Charge and can change the charge more than once a year.

1.7 If the Service Charge is fixed, the Tenant will pay a fixed amount (decided by us) for the Services. The amount can be varied each year at the same time and in the same way as the Rent.

1.8 The Landlord can change the Service Charge from a variable service charge to a fixed service charge or vice versa by giving the Tenant four weeks' notice.

2. Use of the Property

2.1 To occupy the Property as the Tenant's only or principal home.

2.2 Not to sublet or part with or share possession of the Property or any part of it.

2.3 Not to carry on in the Property any trade profession or business without the express permission of the Landlord (which will not be unreasonably withheld).

2.4 Not to exhibit any poster or notice board so as to be visible from the exterior of the Property or use the Property for any other purpose other than a private residence for the Tenant and (if a Garage or Parking Space is specified in the Special Conditions) for the storage/parking of a private motor car.

2.5 Not to use the Property for any immoral, illegal or improper purposes.

2.6 To use the Property carefully and properly and not to damage it. If the Landlord gives the Tenant notice to remedy damage for which the Tenant is responsible, the Tenant shall carry out the repair within the time specified by the Landlord. If the Tenant fails to do so, the Landlord can carry out the work and recharge the reasonable cost to the Tenant.

2.7 Not to do or permit to be done on the Property anything that causes or might cause a nuisance or annoyance to the Landlord, its employees, agents or contractors or to the owner or occupiers of any adjoining property or to anyone in the Property or in the locality of the Property.

2.8 Not to make any noise or play any radio television audio equipment or musical instrument in or about the Property so as to cause nuisance to neighbours or other adjoining residents or people in the immediate area.

2.9 Not to harass any person on the grounds of sex, age, race, colour, ethnic or national origin, caring responsibilities, appearance, religion, marital status, sexual orientation, physical disability or because they are HIV positive, living with AIDS or any health related or other reason.

2.10 Not to assault, threaten, or harass any person living with you or to sexually or emotionally abuse them such that the person can no longer live peacefully in the Property.

2.11 Not to obstruct any Shared Areas or keep or leave anything in them.

2.12 Not to smoke or to permit a visitor to smoke tobacco, e-cigarettes or any other substance in the Shared Areas.

2.13 Not to keep any dangerous or inflammable goods, materials, or substances in or on the Property apart from those required for general household use or for medical purposes eg bottled oxygen, in which case the Tenant must inform the Landlord.

2.14 Not to install, take into, use or keep in, the property any heater or like object which requires paraffin or other gaseous fuel, and not to burn candles in the Property.

2.15 Not to keep any animals, reptiles, insects, rodents or birds at the Property without the express permission of the Landlord (which will not be unreasonably withheld).

2.16 Not to block or cause any blockage to the drains and pipes, gutters and channels in or about the Property.

2.17 Not to allow anyone under 55 years old to live in the Property without the Landlord's express permission if your home is designated older persons accommodation.

3. Leaving the Property Empty

3.1 To advise the Landlord, by giving reasonable notice, if the Tenant intends being absent from the Property for more than 4 weeks unless your Special Conditions state a shorter period (for example in older persons schemes).

4. Condition of the Property

4.1 Not to make any alteration in or addition to the Property including the erection of any aerial or satellite dish on the outside of the Property or the building of which the Property forms part without the express permission of the Landlord (which will not be unreasonably withheld).

4.2 To decorate the Property internally so as to keep it in good decorative condition.

4.3 To keep the interior of the Property and the Contents in the same condition, cleanliness, repair and decoration, as at the start of the Tenancy with allowance for fair wear and tear.

4.4 Not to remove any of the Contents from the Property.

4.5 To keep any garden or yard that is part of the Property clean and tidy, clear of rubbish and well maintained (which, for gardens, includes cutting the lawn, trimming hedges and shrubs, removing weeds and pruning trees).

4.6 To notify the Landlord as soon as reasonably possible of any defect in the Property or the building of which the Property forms part which is the Landlord's responsibility including faults to safety equipment such as fire alarms and door closures in Shared Areas.

4.7 Where the Property includes Shared Areas, to keep those areas clean and tidy. This is a joint and several responsibility of all tenants who use the Shared Areas.

4.8 To carry out all repairs to the Property which are not the Landlord's responsibility.

4.9 Not to store furniture or goods in the Property in excess of that reasonably required for the Tenant's living requirements.

5. Waste and Refuse

5.1 The Tenant must put all household waste for collection in the correct bin area designated for this purpose and take reasonable care to ensure that rubbish is collected. In particular the Tenant must not put rubbish out for collection earlier than the evening before collection is due.

5.1 Where the Tenant has bulky or excessive waste he/she must make arrangements to have this removed by the relevant parties at the Tenant's own cost, and ensure it does not cause a nuisance or hazard in shared/communal areas.

6. Access to the Property

6.1 The Tenant must allow the Landlord, its staff and appointed contractors access to the Property to: inspect the condition or use of the Property; carry out repair, service or improvement work to the Property or to a neighbouring property; inspect, service or repair any gas, electrical and water appliances in the Property; carry out other compliance inspections or works, such as asbestos testing or works relating to fire safety; to show prospective new tenants around the Property if the Tenant has given notice to terminate the Tenancy.

6.2 The Landlord will normally give the Tenant at least 24 hours' notice if access is required, but the Tenant will give immediate access in an emergency. If he/she does not give immediate access or is not at home in an emergency, the Landlord may enter the Property without the Tenant's permission to deal with the emergency. This may involve forcing entry with or without a court order. The Landlord will treat non-access for gas servicing as an emergency given the risk to the safety of occupants of the Property and neighbours.

7. Notices

7.1 To forward any notice, order or legal proceedings affecting the Property or its boundaries to the Landlord promptly upon receipt.

7.2 For the purpose of section 48 of the Landlord and Tenant Act 1987, the Landlord's address for the service of notices including notices in connection with legal proceedings is the address already provided to you in correspondence or any other address that we provide to you for this purpose.

7.3 Any legal notice or any other communication arising from this agreement or relating to your tenancy will be validly served on the Tenant if emailed to the Tenant, posted or delivered to the Property or fixed to the main door of the Property whether or not the Tenant is still living there. The Landlord may email the Tenant any legal notice using the email address provided by the Tenant or any replacement email address the Tenant has properly notified to the Landlord.

8. Tenant's Possessions

8.1 The Tenant is responsible for insuring the Tenant's possessions. Such possessions will not be covered by any insurance held by the Landlord.

9. Ending the Tenancy

9.1 The Tenant must give four weeks' notice to end the Tenancy ending on Sunday, unless the Landlord agrees to a shorter period.

9.2 At the end of the Tenancy (however it ends) the Tenant agrees to give up the Property with vacant possession; give up the Property and the Contents in the same state of cleanliness, condition and decoration as it was at the commencement of the Tenancy (reasonable wear and tear excepted) and pay for the repair or replacement of those items damaged or lost during the Tenancy which were the Tenant's responsibility in this Agreement; and return all keys to the Landlord and pay reasonable costs of having new locks fitted and new keys cut in the event that not all keys are returned to the Landlord.

9.3 Any goods or personal effects belonging to the Tenant or members of the Tenant's household which shall not have been collected by the Tenant within 7 days after the expiry or sooner termination of the tenancy shall be deemed to have been abandoned. Provided the Landlord has given notice to the Tenant, or where the Tenant cannot be found after reasonable steps have been taken to trace the Tenant, the Landlord can dispose of such goods as they think appropriate.

9.4 If any such goods are sold, the money from the sale (after deducting the costs of the sale, storage and removal) can be used to pay any sum that the Tenant owes. Any remaining balance can be used by the Landlord in furtherance of its charitable objectives.

Landlord's Obligations

The Landlord hereby agrees with the Tenant as follows:

10. Possession and Repairs

10.1 To give the Tenant possession of the Property at the commencement date and to allow the Tenant to quietly possess and enjoy the Property during the Tenancy without interruption save where access is required under the terms of this agreement or the tenancy has been brought to an end.

10.2 The Landlord will comply with its statutory duty to keep the property in repair, as set out in section 11 of the Landlord and Tenant Act 1985. In the case of flats and other homes with Shared Areas, the Landlord will take reasonable care to keep the shared/communal areas in repair and to keep the lighting of these areas in working order.

10.3 The Landlord is not responsible for keeping in repair anything that the Tenant installs in the Property. Nor is the Landlord responsible for infestations unless it is due to the Landlord's failure to comply with its repairing obligations.

11. Data Protection

11.1 The Landlord will comply with the Data Protection Act 1998 and any replacement legislation including the General Data Protection Regulation. The Landlord will allow the Tenant to inspect personal information held by the Landlord about the Tenant and the Tenant can ask the Landlord to correct or record his/her disagreement with the information held. The Landlord may charge the Tenant for providing copies of the information.

11.2 By signing this Tenancy the Tenant gives consent to the Landlord to disclose personal information which it holds about the Tenant to third parties if it is reasonable for the Landlord to do so in the course of its business as a housing provider. Examples of third parties the Landlord may make disclosure to are benefit agencies (such as the DWP and housing benefit departments), other landlords, the police or other public agencies, tracing/debt collection agencies. The Landlord will not disclose sensitive personal information (eg medical records) except with the Tenant's explicit consent or if otherwise authorised under the Data Protection Act or any replacement legislation.

12. Other

12.1 Any person or body that is not a party to this agreement cannot enforce any term of this agreement under the Contract (Rights of Third Parties) Act 1999.

12.2 The Landlord can offset any money the Tenant owes the Landlord against any money the Landlord owes to the Tenant. This means that if the Landlord is liable to pay the Tenant compensation or other money, the Landlord can deduct any money the Tenant owes, such as rent arrears, and pay the Tenant the balance (if any).

12.3 Any references to statutory provisions in this Agreement are also to those provisions as subsequently amended, varied, replaced or re-enacted.

Section B: Special Conditions of Tenancy

1. Transferring your tenancy

1.1 You cannot give or transfer this tenancy to someone else (this is called "assigning" the tenancy) except by an order of the court, with our prior consent or where you have the right to a mutual exchange (see below).

2. Lodgers

2.1 If you wish to take in a lodger you must seek our permission and advise us of their personal details and details of the charge for their occupation. We may withdraw this permission depending on household makeup or unacceptable behaviour.

3. Changes in Rent

3.1 We may increase your Rent on the first Monday in April each year (or such other date as we decide). We will give you not less than 4 weeks' notice of the increase. The notice will specify the revised Rent. While we remain your landlord, the revised Rent will be set in accordance with our rent policy from time to time in force. This means that section 13 of the Housing Act 1988 does not apply to any rent increase under this clause and you do not have the right to refer any such increase to the First Tier Tribunal. However, we agree not to set the rent any higher than could have been set for your home by the Tribunal.

3.2 We can reduce the Rent at any time.

4. Our rights to end the Tenancy

4.1 You will remain an assured non- shorthold tenant so long as you occupy your home as your only or principal home. If you stop living in your home as your only or principal home, you will lose security of tenure and this tenancy will no longer be an assured non-shorthold tenancy. If this happens, we can give 4 weeks' notice in writing to end the tenancy. If, at the expiry of the notice, your home is occupied, we will still need a possession order from the County Court.

5. Grounds for possession

5.1 While your tenancy is an assured non-shorthold tenancy, we can only end this tenancy by obtaining a court order for possession of your home on one or more of the grounds for possession contained in Schedule 2 of the Housing Act 1988 (as amended), which are called "the grounds for possession" in this agreement. We reserve the right to rely on any grounds for possession introduced or amended by future legislation. We will supply you with the current grounds for possession on request.

5.2 Anti-social behaviour or criminality either by you, people living with you, or by your visitors could lead to loss of your home under the absolute ground for possession (Ground 7A).

6. Succession

6.1 If you were a sole tenant and as long as you were not a successor, then on your death your spouse, civil partner or a person living with you as your husband or wife (including a same sex partner) has the right to succeed to the tenancy provided that they occupied your home as their only or principal home at the time of your death. There is a right to only one succession.

7. Changing this agreement

7.1 With the exception of any changes in rent or service charges, or as a result of changes in the law, this agreement can only be changed either:

- by the consent of both you and us; **or**

- by us consulting with you and any tenant consultation body, considering any comments made, and then serving four weeks' notice of the changes together with information about the new terms and their effect

7.2 We will only use the consultation procedure to change this agreement where the changes will not materially reduce your rights or benefits under this agreement.

8. Right to Exchange

8.1 You have the right to exchange the Property with that of another tenant of a registered provider as long as you have our permission. We will not refuse this unless we have a good reason to.

Signature

We have read and understood these Varied Terms and Conditions and agree to our Tenancy Agreement being varied as set out in these Varied Terms and Conditions.

We understand that by signing these Varied Terms and Conditions, we are agreeing to the above changes being made to our existing tenancy agreement. We also understand that this variation will not affect the obligation to pay the rent and other charges and any existing arrears of rent/other charges.

This Variation is not intended to effect a surrender of the existing tenancy and we understand that the existing tenancy will continue unchanged subject to the changes made by the Varied Terms and Conditions set out above.

Signed by the Tenant(s): If there is more than one tenant, all tenants must sign

Lead Tenant Name: ……

Lead Tenant Address: ……..

Tenancy ID:……

Signature: ……

Date: ……

Joint Tenant Name: ……

Joint Tenant Address: ……..

Signature: ……

Date: ……